



## BID DOCUMENT

For

**Procurement of 3G SFP optical Module qty 9 , Doordarshan Kendra Guwahati Assam**

**Bid document Ref: NIT-04/DDK/Engg stores/2022-23**

**Date:28.01.2023**

BID DUE DATE & TIME FOR SUBMISSION	18.02.2023 at 13:00 Hrs
BID DUE DATE & TIME FOR BID OPENING	18.02.2023 at 15:30 Hrs

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**ABBREVIATIONS USED IN THE DOCUMENT**

<b>SL NO.</b>	<b>ABRIVIATION</b>	<b>FULL FORM</b>
1	BDS	Bids Data Sheet
2	CPPP	Central Public Procurement Portal
3	CVC	Central Vigilance Commission
4	DP	Delivery Period
5	DSC	Digital Signature Certificate
6	EMD	Earnest Money Deposit
7	FOR	Free on Rail/Road
8	GST	Goods and Service Tax
9	GSTIN	Goods and Service Tax Identification Number
10	GTC	General Terms & Conditions
11	HSN/ SAC	Harmonized System Nomenclature / Service Accounting Code.
12	IEM	Independent External Monitor
13	IFB	Invitation for Bid
14	INR	Indian Rupees
15	IP	Integrity Pact
16	ITB	Instructions to Bidders
17	JV	Joint Venture
18	L-1	Lowest Tender
19	LPP	Last Purchase Price
20	MSME	Micro, / Small & Medium Enterprise
21	NEFT	National Electronic Funds Transfer
22	OEM	Original Equipment Manufacture
23	PBG	Performance Bank Guarantee
24	RTGS	Real Time Gross Settlement
25	SITC	Supply, Installation, Testing & Commissioning.
26	SETC:	Supply, Erection, Testing & Commissioning.

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**1.0****"INVITATION FOR BID (IFB)"**

Ref: NIT-04/DDK/Engg stores/2022-23

Date: 28.01.2023

To,

**SUB: TENDER DOCUMENT FOR 3G SFP optical Module qty 9 at Doordarshan Kendra  
Guwahati Assam**

Dear Sir / Madam,

- 1.1 On behalf of the Prasar Bharati (India's Public service Broadcaster), Doordarshan Kendra Guwahati, Digitally signed E-tenders are invited from eligible bidders in the prescribed Bid Proforma under **Single bid system** for **Procurement of 3G SFP optical Module qty 9** for the subject in complete accordance with the following details and enclosed Bid Documents, as prescribed at Annexure, Form No.1 to 13 .The details of tender are given below:

- 1.2 **Bids Data Sheet:** The brief details of the tender are asunder:

1.2.1 Tender Inviting Authority	Dy Director General (E) DDK Guwahati
1.2.2 Name of supply /work	<b>3G SFP optical Module qty 9 at Doordarshan Kendra Guwahati, Assam.</b>
1.2.3 Tender Reference No.	NIT-04 /DDK/Engg stores/2022-23 Date: 28.01.2023
1.2.4 Place of availability of Tender Documents (RFPs)	1. Central Public Procurement Portal (CPPP): <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a>  2. Doordarshan Web site <a href="https://doordarshan.gov.in/tenders">https://doordarshan.gov.in/tenders</a>
1.2.5 Estimated Cost of the Tender	<b>Rs. 125,000/-</b> ( Rupees One Lac twenty five thousand only) (Including Taxes)
1.2.6 Tender Processing Fee	As per clause 2.1.7
1.2.7 Earnest Money Deposit (EMD)	<b>2 % of estimated cost Rs.2500/-</b>
1.2.8 Address to send Pre bid Queries	Email: <a href="mailto:ddgeng.ghy@gmail.com">ddgeng.ghy@gmail.com</a>
1.2.9 Nature of bid process	Single Stage Two BID System  1. Pre-Qualification ( wherever required )  2, Technical Bid  3. commercial Bid
1.2.10 Broad Scope of Work	Refer Section Appendix D
1.2.11 Bid Validity up to:	120 (One Hundred Twenty) days from the date of opening of Technical Bid.
1.2.12 Bid Bond Validity up to :	As per terms and condition

1.2.13 Date of publication of Bid	28.01.2023
1.2.14 Last Date & Time for Submission	18.02.2023 at 13:00 Hrs
1.2.15 Date & Time of Pre- bid Conference	Not applicable
1.2.16 Place for Pre-bid meeting(could also be processed through e-procurement portal)	Address: Assistant Director(Engineering)(Stores), Doordarshan Kendra Guwahati Email:ddgeng.ghy@gmail.com
1.2.17 Opening of Technical bid	18.02.0223 at 15:30 Hrs
1.2.18 Opening of Commercial bids	18.02.0223 at 15:30 Hrs
1.2.19 Address for Communication	Assistant Director(Engineering)(Stores), Doordarshan Kendra Guwahati-781024, Email:ddgeng.ghy@gmail.com
1.2.20 Paying Authority	DDG(E) DDK Guwahati

Note: In case the days specified above happen to be a holiday in Prasar Bharati, the next working day shall be implied.

1.3 Instructions to Bidders: As per Appendix-A

1.4 General Terms and Conditions: As per Appendix-B

1.5 Bid Evaluation Criteria : As per Appendix-C

1.6 Delivery Period: As per Appendix-D.

1.7 Technical Specification: As per Appendix-D.

1.8 The Bid Security/Performance Security from any Indian scheduled Commercial Bank would be acceptable.

1.9 Warranty: Required as per clause 3.9 of Appendix-B (General Terms and Conditions).

**1.10 Performance Security Deposit:** Required as per Clause 3.8 of Appendix-B (General Terms and Conditions).and Annexure- 12(Form -12).

**1.10.1 Amount : 3% of order value**

1.10.2 Performance security shall be valid up to two months after completion of work /supply/end of guarantee whichever is later.

**1.11** Bids shall be submitted in electronic mode only as per the ITB; Bid Security Declaration have to be submitted in physical by the bidder before the due date & time of the opening of the bid, and copy of the same shall also be uploaded along with the Technical Bid within the Due Date & Time of Bid Submission, to the address mentioned in Bid Data Sheet (BDS):-

**1.12** Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations.

- 1.13** A Nil deviation Certificate as mentioned in the Form-6 shall have to be essentially submitted by the Bidder along with the Technical Bid.
- 1.14** The Tender will be governed by the “Instruction to the Bidder” as per Appendix-A; “General Terms and Conditions” placed at Appendix-B and “Technical Specifications” at Appendix-D. The contract will be governed by Indian laws including the Indian Contract Act, 1872; the Sale of Goods Act, 1930; Right to Information Act, 2005; The Micro, Small and Medium Enterprises Development Act, 2006; Prevention of Corruption Act, 1988; and Arbitration and Conciliation Act, 1996, etc, as amended from time to time. The contract will also be governed by General Financial Rules, 2017, Manual for procurement of goods and works 2017 and 2019, Delegation of Financial Power Rules and any other financial, vigilance, security, safety, counter-trade and other regulatory aspects, orders and guidelines of the Government on the subject of Public Procurement as amended from time to time in so far as they are applicable and not inconsistent with the conditions mentioned in the tender document.
- 1.15** Prasar Bharati will follow the reciprocal market access strategy of the Government of India, which describes on the Clause 10 (d) of Public Procurement Preference to Make in India, Order 2017. The Purchaser reserves the right to not consider any Bid and may restrict such Bidders from the bidding process who originate from those countries, where they do not allow market access for Indian companies; in such cases, the Clause 10(d) of Public Procurement Preference to Make in India, order 2017, shall be invoked wherever applicable, when it is relevant.
- 1.16** **Single stage Two Bid Systems** shall be followed for this tender. Bidders should take due care to submit tenders in accordance with Bid requirements as specified in clause 2.1 of “Instruction to Bidders” (Appendix-A). Bid evaluation Criteria at Appendix-C shall be the basis for evaluation of tenders.
- 1.17** For Payment terms pertaining to Supply contracts and SITC Contracts, please refer to clause 2.23 of the tender document.
- 1.18** As per clause 171(1) of CGST Act, 2017 which relates to anti-profiteering measure, any reduction in rate of tax on any supply of goods and or services or both, the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.
- 1.19 THE FOLLOWING SHOULD BE SUBMITTED ALONG WITH THE TENDER.**
- 1.19.1** Original Equipment's Manufacturer's authorization for equipment quoted. (Latest 1 month)
- 1.19.2** Documents as specified in Technical specifications at Appendix-D
- 1.20** Paying Authority: DDG(E) DDK Guwahati

Note:-Supplier has to provide Consignee-wise Tax Invoices to respective Bill Processing Authorities. The GST Compliant Invoices should have firm's GSTIN & Consignee GSTIN.

- 1.21** Prasar Bharati follows e-tendering Process; Bid shall be submitted only on <https://prsarbharati.eproc.in>. The responsive Bids shall be decided according to various aspects mentioned in ITB, GTC and Eligibility conditions mentioned in the Bid Document. Before the Bid submission, Bidders are advised to refer the help manuals and general FAQs provided in the E-procurement Portal regarding the e-tendering.
- 1.22** Clarification(s)/Corrigendum(s) if any shall also be available on referred above websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to the Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to

visit the website regularly to keep themselves updated.

- 1.23 EVALUATION METHODOLOGY:** Price evaluation shall be as under: The “Schedule of Rates / Prices” quoted for complete scope of work /Supply inclusive of GST shall be taken up for evaluation, on **overall L-1 basis**.
- 1.24** Purchase Preference (Linked with Local Content): Applicable as per government guideline/Tender Document.(Refer Para 4.6)
- 1.25** In case any cess on GST is applicable same shall also be considered in evaluation.
- 1.26** The Bidders shall quote on FOR destination basis only.

For & on behalf of PrasarBharati,  
(Authorized Signatory)  
Name: C V Joy  
Designation: Assistant Director (E)  
E-mail ID : [ddgeng.ghy@gmail.com](mailto:ddgeng.ghy@gmail.com)  
Contact No. :0361-2203407

## APPENDIX-A

**2.0****INSTRUCTION TO BIDDERS (ITB)****2.1 INSTRUCTIONS TO BIDDERS FOR BID SUBMISSION:**

- 2.1.1 The scope of work / Supply of stores to be tendered are available in the complete bid documents which can be viewed / downloaded free of cost from CPP Portal <http://eprocure.gov.in>. and on Prasar bharati Portal <http://www.prasarbharati.eproc.in>
- 2.1.2 Both Technical Bid and Financial Bid will be submitted concurrently duly sealed in envelope.
- 2.1.3 No claim shall be entertained on account of any postal delay/courier delay or Technical snag or disruption of internet service being used by bidders. Bidders are advised to submit their bids well in advance to avoid last minute submission.
- 2.1.4 All Corrigendum/Amendment/Corrections, if any, will be published on CPP Portal <http://eprocure.gov.in>. and on Prasar bharati Portal <http://www.prasarbharati.eproc.in>
- 2.1.5 All documents / Hard copy /papers submitted by the bidder must be in English and legible.
- 2.1.6 Page No. shall be given on each and every paper/documents serially submitted/uploaded in the technical bid.
- 2.1.7 Bidders shall ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidders, the rate of such item shall be treated as “0” (Zero).
- 2.1.8 The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- 2.1.9 The Bid Security/Earnest Money shall be in the form of Account Payee Demand draft, NEFT/RTGS from any scheduled bank(s), Fixed Deposit Receipt (FDR), Bankers Cheque or Bank Guarantee from an Indian scheduled Commercial Bank, in favour of Doordarshan Kendra Guwahati, . In case of EMD Exemption, letter along with NSIC Certificate for MSME in the concerned category of the Tendered items. (Ref Format “Form -3, MSME-Exemption”) will be submitted
- 2.1.10** Bid Security/EMD shall be placed in a single sealed envelope superscripted with tender reference no. and date of opening so as to reach Asstt. Director Engg. (stores) Doordarshan Kendra RG.B Road Guwahati ASSAM before scheduled time on prescribed tender opening date. EMD received after Tender opening date shall be summarily rejected along with the corresponding Tender. Hard copy of any other tender document shall not be accepted. Soft copy of the EMD should be uploaded while submitting bids on e-tendering portal.
- 2.1.11** Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or Start-ups as recognised by Department of Industrial Policy & Promotion (DIPP) shall be exempted from payment in respect of cost of Earnest Money as per the Government instructions on the subject on submission of documentary evidence of valid Registration in the concerned category of the Tendered items. **In lieu of Bid security, the Bid security declaration to be submitted.**



- 2.1.12** The successful Bidders will be required to furnish **Performance Security Deposit within 15** days of placement of contract at the rate of **3% (Three Percent)** of value of contract in one of the acceptable forms as per tender documents. Performance Security shall be in the form of Account Payee Demand draft, NEFT/RTGS from any scheduled bank(s), Fixed Deposit Receipt (FDR), Bankers Cheque or Bank Guarantee from an Indian scheduled Commercial Bank in an acceptable form.
- 2.1.13** Technical Bid must contain scanned copy of Unconditional Acceptance of Prasar Bharati's Tender Terms & Conditions, GST details and EMD etc.
- 2.1.14** In case of payment through net-banking the money will be immediately transferred to Prasar Bharati's designated Account through NEFT/RTGS from any scheduled bank(s), the bidder will have to furnish the UTR Remittance Number(s) before submission of bid, payment details shall also be uploaded on e procurement portal along with Bid. The payment of EMD through NEFT /RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to Prasar Bharti account before submission of bid.
- 2.1.15** The financial Bid shall be opened only of those Bidder(s) found to be meeting the Technical qualifying requirements. In case of non responsive Bids, Financial Bids shall not be opened. The opening date of financial bid will be decided later on and same will be informed to eligible Bidders in advance.
- 2.1.16** Bidders are advised to submit written queries in advance of the Pre-Bid Meeting. The Form # 13 can be used for this purpose. Pre bid meeting will be held at Doordarshan Kendra Guwahati. After the Meeting, the techno-commercial requirements may be revised, if considered necessary. After that no request/query will be entertained
- 2.1.17** PrasarBharati reserves the right to accept or reject any or all applications without assigning any reasons. PrasarBharati also reserves the right to annul the tender process at any stage without assigning any reason.
- 2.1.18** If any clarification is needed from the bidder about the deficiency in his uploaded documents, he will be asked to provide it through e-procurement portal of Prasar Bharati. The bidder shall upload the requisite clarification/documents within time specified by Prasar Bharati, failing which tender will be liable for rejection.
- 2.1.19** Prasar Bharati reserves the right to reject whose performance at ongoing Supply/ Work(s) is below par and usually poor and has been issued letter of restrain/Temporary/Permanent debar by any office of Prasar Bharati, Government or Public sector. (Rule 151, GFR 2017) Prasar Bharati reserves the right to verify the credential submitted by the agency at any stage (before or after the award of the work). If at any stage, any information /documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm then Prasar Bharati shall take the following action:
- 2.1.19.1** Forfeit the entire amount of EMD submitted by the firm.
- 2.1.19.2** The agency shall be liable for debarment from tendering in Prasar Bharati, apart from any other appropriate contractual/legal action.
- 2.1.19.3** Public procurement policy for Micro, small and medium enterprises registered under MSME shall be followed as per the directives of Government of India prevailing at the date of acceptance
- 2.1.20** Bidders have to submit a GST Registration Certificate while uploading the tender.

- 2.1.21 Bidders shall separately indicate the HSN/SAC code, rate and amount of GST for each quoted item as applicable on the date of tendering in their offer, failing which the offer may be rejected.
- 2.1.22 IGST and Compensation Cess (wherever applicable) will be levied on imports.
- 2.1.23 Terms & Conditions given in Technical specifications will supersede for conflict with any terms & conditions given in Tender Document.
- 2.1.24 The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

## 2.1.28 **ONE BID PER BIDDER**

- 2.1.9 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid', will cause all the Bids in which the Bidder has participated to be disqualified.
- 2.1.10 Alternative Bids shall not be considered.

## 2.2 **COST OF BIDDING**

- 2.2.1 The Bidder shall bear all cost associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, PrasarBharati will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.
- 2.2.2 The Bidder shall not be entitled to hold any claim against Prasar Bharati for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.
- 2.2.3 For more information regarding submission of Bid in the CPPP portal, Bidders may refer the help manuals and, General FAQs (Frequently Answered Questions) about the e-Tendering, which has been provided in the CPPP Portal. (Not applicable)

## 2.3 **LIST OF DOCUMENTS(to be submitted/uploaded with tender):**

### 2.3.1 **PART-I: "TECHNO-COMMERCIAL / UNPRICED BID"**

- 2.3.1.1 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents.
- 2.3.1.2 'Bidder's General Information', as per 'Form-1' along with Copy of 'PAN' and 'GST' registration and 'Bid Form', as per 'Form-2'
- 2.3.1.3 Hard copy of Bid security declaration Form-4 or Declaration of MSME as per Form-3
- 2.3.1.4 Copies of documents required as per 'Form -5' and as mentioned elsewhere in the Tender Document
- 2.3.1.5 Nil deviation Certificate as per 'Form-6'.
- 2.3.1.6 Declaration regarding Holiday/Banning, in 'Form-8
- 2.3.1.7 Letter of Authority' on the Letter Head, as per 'Form-9
- 2.3.1.8 AIR/DD's Technical Specifications duly signed on each page.
- 2.3.1.9 Original Equipment's Manufacturers (OEM) Authorization for Equipment quoted.
- 2.3.1.10 Letter of authority to sign and upload bid documents.
- 2.3.1.11 Undertaking regarding Fall Clause as mentioned in Para 3.18
- 2.3.1.12 Enclosures as per Commercial requirement.
- 2.3.1.13 Enclosures as per Technical requirement.
- 2.3.1.14 Self-Certificate for Local Content as per Form-11.
- 2.3.1.15 Certificates as mentioned on Para 2.32 along with evidence of valid registration by the

Competent Authority to be attached, if applicable.

2.3.1.16 Any other information/details required as per Tender Document

2.3.2 **PART-II: PriceBid**

(As per the Tender Appendix E)

**2.4** All GTC attached with the “Invitation to Tender” are sacrosanct for considering any offer as a complete offer. It is therefore important that all documents duly completed and signed are returned with the Bidder’s offer.

**2.5** PrasarBharati shall have all right to ignore any offer which fails to comply with the above instructions.

**2.6** The Bid shall be submitted online not later than the time specified in the tender document, or on the notified date of closing of the tender. Offers sent through any mode other than uploading on e-procurement portal of Prasar Bharati will not be accepted.

**2.7** Any change in quotation after opening of tender will not be considered. Bidders must ensure that all the documents / files uploaded on e- procurement portal are in order and legible in all respect. PrasarBharati will not be responsible for any documents / files illegible or corrupted due to any disruption/ technical snag of internet service being used by the bidders.

**2.8 VAGUE AND INDEFINITE EXPRESSION**

Tenders qualified by vague and indefinite expressions such as "subject to immediate acceptance" or "subject to prior sale" etc. will not be considered. Unconditional Bids shall only be considered.

**2.8.1 VALIDITY PERIOD OF OFFER**

2.8.1.1 The Tender shall be valid for acceptance for the period as indicated in the "Invitation to Bid" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of tenders till the expiration of the validity period or any extension thereof.

2.8.1.2 The offers of these Bidders who have not kept the validity open till the period stipulated in the tender will be treated as unresponsive and will be ignored without making any back reference.

2.8.1.3 The Bidder will undertake not to vary/modify the tender during the validity period or any extension thereof.

**2.9 OPENING OF TENDERS**

2.9.1 The tender will be opened at DDK Guwahati on the date of opening indicated in the "Invitation to Bid.", in the presence of bidders' authorized representatives who choose to attend.

2.9.2 In case of unscheduled holiday on the closing/opening day of tender, the next working day will be treated as scheduled prescribed day of closing/opening of tender; the time notified remains the same.

**2.9.3 PRICES FOR BIDDERS**

Bidders are to quote in INR only on FOR Destination basis.

**2.10 VARIATION OF QUANTITIES (Ref: PARA 7.5.3 MFP 2017)**

At the time of awarding the contract, Prasar Bharati shall have right to re-judge the quantity to be procured based on the current data, since the ground situation may have very well changed. The tendered quantity can be increased or decreased by 100 per cent for ordering, if so warranted.

**Outage period deduction pro rata for centralized AC out of order for 30 days or more.**

## **2.11 OPTION CLAUSE:**

Prasar Bharati reserves the right to increase/decrease the ordered quantity by up to 100 per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)

## **2.12 TAX LIABILITY**

2.12.1 The Bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/ production upto the point of delivery. Further instruction, if any, shall be as provided in the Schedule of Requirements.

2.12.2 Payment of CGST/SGST/UTGST/IGST and all other applicable taxes (on ultimate products and Services) and custom duty, as applicable on the closing date of tender will be to supplier's /contractor's account. In the case of "Two Bid" system where revised price bids are permitted after technical discussions payment of these charges as applicable on closing day of revised price bids, will be to supplier's /contractor's account. Any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the Organization on production of documentary evidence in support of payment actually made to the concerned authorities. Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

2.12.3 The bidder(s) will indicate in their bid the amount with exact rate of customs duty and the applicable item of custom tariff under which it is covered. Similarly, the amount of CGST/SGST/UTGST/IGST and all other applicable taxes on ultimate furnished product with HSN/SAC code, as applicable at tendering stage will be shown separately in the bid. In case the above information subsequently proves wrong incorrect or misleading

(a) this Organization will have no liability to reimburse the excess in the difference in rates of the item under which the duty/ tax assessed finally

(b) this Organization will have the right to recover the difference in case the rate of duty/ tax finally assessed is on the lower side.

2.12.4 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) to enable Prasar Bharati to avail Input Tax Credit (ITC). Further, returns and details required to be filed under GST laws & rules should be timely filed by supplier with requisite details.

2.12.5 If input tax credit (ITC) with respect to GST (CGST & SGST/UTGST or IGST) which normally shall be available to Prasar Bharati, is not available, for any reason, which is not attributable to Prasar Bharati, then Prasar Bharati shall not be obliged or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) charged in the invoice(s) and shall be entitled to/ deduct/ setoff/ recover the such GST (CGST & SGST/UTGST or IGST) thereupon together with all penalties and interest if any, against any amounts paid or payable by Prasar Bharati to Supplier/ Vendor.

2.12.6 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

## **2.13 TRADE/ VOLUME DISCOUNT**

Bidders will not indicate a separate discount. Discount, if any, should be merged in the

rates against the quoted items(s). Discount of any type indicated separately will not be taken into account for evaluation purposes.

## **2.14 ELIGIBILITY CRITERIA**

- 2.14.1 **Bids should preferably from supplier/distributor reseller of broadcast equipments will be considered provided such bids are accompanied with necessary supporting documents/order letter from central Govt office/state govt/public sector etc .** The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices.
- 2.14.2 The Bidder is not put on 'Holiday' by Prasar Bharati or any of the Government departments, Public Sector or banned/blacklisted by Government department/ Public Sector on the due date of submission of bid. If the Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award and in case of Manual Tendering, such Bid along with the Bid Security, if any, will be returned immediately to the Bidder.
- 2.14.3 Bidder should meet experience and other criteria, if any as specified in **Appendix-D**.

## **2.15 PURCHASE PREFERENCE**

- 2.15.1 Purchase preference to Central Government Public Sector Undertaking, Micro, Small & Medium Enterprises (MSMEs) and Domestically Manufactured Electronic Products (DMEP) shall be allowed as per Government instructions in vogue, as applicable necessary supporting documents to be furnished by the bidder.
- 2.15.2 Public Procurement (Preference to Make in India) Order No. P-45021/2/2017-B.E-II dated 15.06.2017 of Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion and its amendments shall be applicable. Purchase preference for the domestic manufacturer, the methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, and modalities for compliance and monitoring shall be as per the Para 4.6.

## **2.16 SCOPE OF SUPPLY OF EQUIPMENT/SITC/SETC:**

The delivery of the stores/execution of SITC/SETC is required as stated in "Invitation to Bid" on terms specified in the description of Stores/SITC/SETC and Technical Specifications mentioned at Appendix-D, subjected to the terms "General Terms and Conditions" at Appendix-B.

## **2.17 CONSIDERATION OF OFFER IN FULL OR IN PART**

This Organization may reject/accept or prefer any tender without having to assign any reason whatsoever. This Organization also reserves to itself the right to accept any tender in part or split the order between two or more bidders.

## **2.18 SPECIFICATIONS**

- 2.18.1 If this Organization finds that materials supplied/works carried out are not of correct quality, quantity and are not according to required specifications or are not satisfactory owing to any reason of which the Organization will be the sole judge, the Organization will be entitled to cancel the contract for supply of stores/SITC/SETC and meet its requirements of stores/SITC/SETC from the open market at the risk and cost of the supplier/contractor, reserving always to itself the right to forfeit the security deposit placed by the supplier/contractor for fulfillment of the contract.

## **2.21 BID SECURITY/EARNEST MONEY/SECURITY DEPOSIT/PERFORMANCE BOND:**

- 2.21.1 **Earnest Money/Bid Bond :** The bidders must submit Earnest Money/ Bid Bond on or before the last date & time of submission of bid in the form of FDR, NEFT (Bank details to be given), Bank Draft or Bank Guarantee of any Scheduled Commercial Bank in India



in case of Indian supplier or Bank Guarantee/Demand Draft in equivalent Indian currency from a Scheduled Commercial Bank in favour of DDO DOORDARSHAN KENDRA GUWAHATI or in lieu thereof bid bond in the enclosed Proforma at Form - 4 from a Scheduled Indian Commercial Banks for the amount specified in Para 1.2.7 of "Invitation to Bid". In case of Bank Guarantee obtained from the foreign Bank, it should be guaranteed by a Scheduled Indian Commercial Bank and must be governed by Indian Laws subject to jurisdiction of the court of New Delhi. The bid bond should initially be valid up to 45 days beyond the period of Bid validity

(except for the Demand draft whose validity should be 90 days).

**2.21.2** Offers without Earnest Money/Bid Security will be ignored. Offers with Earnest Money /Bid Security deposited of shorter validity will also be ignored.

**2.21.3** Bidders exempted from EMD are to submit required documents.

**2.21.4** The earnest money/bid bond of unsuccessful bidders will be returned on finalization or after the award of the Tender to the Lowest Bidder (L1), and the earnest money/bid bond of the successful bidder will be returned on receipt of requisite security Deposit/Performance Bond.

**2.21.5** **FORFEITURE OF EMD:** The earnest money/Bid bond deposited by the Bidder shall be forfeited by this Organization in the following events:

2.21.5.1 If tender is withdrawn during the validity period or any extension thereof;

2.21.5.2 If Bid is amended or modified unsolicited, during the validity period or any extension thereof;

2.21.5.3 If a Bidder, whose tender has been accepted, fails to furnish Security deposit, performance bank guarantee within 30 (Thirty) days of the receipt of order/ advance order/ letter of intent;

2.21.5.4 In case of tenders in which only a single bidder qualifies or in cases of procurement on PAC basis, if the Bidder decides at any stage not to participate further in the tender but in spite of withdrawing on his own, he deliberately delays the tendering process to let the Validity period expire;

2.21.5.5 If, the bidder is not earnest about their bid, and withdraws it before the completion of Technical Evaluation against the accepted specification, at the time of bidding and before the validity period or any extension thereof;

## **2.22 SECURITY DEPOSIT/PERFORMANCE BOND.**

**The successful bidder, within 15 (Fifteen) days of the receipt of order/advance order/letter** of intent, will be required to send Security Deposit in the form of Account Payee Demand draft, NEFT/RTGS from any scheduled bank(s), Fixed Deposit Receipt (FDR), Bankers Cheque or Bank Guarantee from an Indian scheduled Commercial Bank favor of **IPSB, Doordrashan Kendra , Guwahati** or in lieu thereof Performance Security/Bank Guarantee for the amount as indicated in the Para 1.7.1 of "Invitation to Bid".

## **2.23 NAME OF MANUFACTURER AND CERTIFICATE OF ORIGIN**

The name of the manufacturer should be clearly mentioned in the offer. The Bidder shall have to furnish information of country of origin of each offered item.

## **2.24 PAYMENT TERMS**

### **2.24.1 Schedule of Payments:**

#### **2.24.1.1 For Work/supply Contracts :**

**Full payment on satisfactory completion of work/services**(Note: Supplier will submit invoice accordingly.)

2.24.1.2 The payment shall be made upon submission of following documents.

a. Copy of Inspection report/service to be attached with the invoice.

## **2.25 UNSOLICITED POST TENDER MODIFICATION**

2.25.1 In case certain clarifications are sought by this Organization after opening of tenders, then the reply of the bidder should be restricted to the clarifications sought.

2.25.2 Any bidder who modifies his bid(including a modification which has the effect of altering the value of his offer) after the closing date without specific reference by this Organization shall render the bid liable to be ignored and rejected without notice and without further reference to the bidder.

2.25.3 Canvassing in any form by the bidders shall also render the bid liable to be ignored and rejected without notice and without further reference to the bidder.

## **2.26 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS**

2.26.1 This Organization has to finalize its purchase within a limited time schedule. Therefore, it may not be feasible in all cases for this Organization to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to our terms and conditions and Bid Evaluation Criteria of the tender. Bids not complying with this Organizations' requirements may be rejected without seeking any clarifications. However, during evaluation and comparison of bids, Prasar Bharati at its discretion, may ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by registered email Id or through e-procurement Portal, asking the Bidder to respond by a specified date, and also mentioning therein that, if the Bidder does not comply or respond by the date, his Bid will be liable to be rejected. Depending on the outcome, such tenders will be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

2.26.2 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as follows:

2.26.1 When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.

2.26.2.2 When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.

2.26.2.3 When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked

## **2.27 AFTER SALES SERVICE / work -- Not Applicable**

## **2.28 REPLACEMENT/ RECTIFICATION**

In the event the stores supplied or SITC/SETC carried out against the contract are found to be defective, the supplier/contractor will have to take back the defective materials at his own cost and replace/rectify the defects of the Stores/SITC/SETC free of charge without loss of time. The supplier will not be entitled to dispose of the store/equipment/material given for replacement/rectification without the prior permission of this Organization. All charges concerned with the rectification including freight charges will be borne by the supplier/contractor.

## **2.29 EVALUATION/ SCRUTINY OF BIDS.**

In evaluation of the techno-commercial bid, conformity of the eligibility / qualification, technical and commercial conditions of the offered goods to those in the bid document is ascertained. Technical requirement, incorporated in the Appendix-D of tender documents will also be considered in the manner indicated therein. Evaluation will be based only on the

conditions included in the tender document.

### **2.30 EMPLOYMENT BY FIRMS TO OFFICIALS OF THIS ORGANIZATION.**

Firms/companies who have or had business relations with the Organization are advised not to employ serving employees of this Organization without its prior permission or within the initial one year period after the retirement/resignation/severance from the service without specific permission of this Organization. This Organization may decide not to deal with such firms who failed to comply with the above advice.

### **2.32 CANCELLATION /RESCISSION:**

The Bidder shall be liable to pay compensation for any loss or damage to Prasar Bharati resulting from any cancellation/rescission due to the reasons attributable to the Bidder and the Prasar Bharati shall be entitled to deduct the amount so payable from the amount due to the Bidder.

### **2.33 FOR THE BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA**

2.33.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

2.33.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

2.33.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means; -

2.33.3.1 An entity incorporated, established or registered in such a country; or

2.33.3.2 A subsidiary of an entity incorporated, established or registered in such a country; or

2.33.3.3 An entity substantially controlled through entities incorporated, established or registered in such a country; or

2.33.3.4 An entity whose beneficial owner is situated in such a country; or

2.33.3.5 An Indian (or other) agent of such an entity; or

2.33.3.6 A natural person who is a citizen of such a country; or

2.33.3.7 A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

#### **2.33.4 The beneficial owner for the purpose of Para 2.32 above will be as under:**

2.33.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest who exercises control through other means. Explanation—

2.33.4.1.1 "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

2.33.4.1.2 "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2.33.4.1.3 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone



or together, or through one or more juridical person, has ownership ofentitlemen tto more than fifteen percent of capital or profits of the partnership;

2.33.4.1.4 In case of an unincorporated association or body of individuals, the beneficial owneristhenaturalperson(s),who,whetheractingaloneortogether,orthroughoneormorejuridic al person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

2.33.4.1.5 Where no natural person is identified under Para2.33.4.1or Para2.33.4.2 or Para 2.33.4.3 above,the beneficial own risk the relevant natural person who hold the position of senior managing official;

**2.33.5** In case of a trusty the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

2.33.6 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

2.33.7 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.(In case of Tenders for Works contracts, including Turnkey contracts)

2.33.8 The following Certificate shall be submitted by the Bidder appending to the Technical Bid—

**Certificate to be filled by the Bidder:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

**Certificate for Tenders for Works involving possibility of sub-contracting:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; / certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered, [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

**ANNEXURE-1 (FORM-1)**  
**BIDDER'S GENERAL INFORMATION**

To,  
 PrasarBharati

TENDER NO: <\_\_\_\_\_>

1	Bidder Name:	
2	Number of Years in Operation	
3	Address of Registered Office	_____ City: District: State: PIN/ZIP:
4A	Bidder's address where order/contract is to be placed	_____ City: District: State:
4B	Address from where Goods/ Services are to be dispatched/ provided along with GST no.  <i>(In case supply of Goods/ Services are from multiple locations, addresses and GST no. Of all such locations are</i>	City: District:  State: PIN/ZIP:  GSTNo.:

	<i>to be provided).</i>  (Indian Bidder only)	
5	Telephone Number of address where order is to be placed	  (Country Code) (Area Code) (TelephoneNumber)
6	E-mail address	
7	Fax Number ( if available)	  (Country Code) (Area Code) (TelephoneNumber)
8	Website	
9	Name & Designation of Contact Person	
10	ISO Certification, if any { If yes, please furnish details }	
12	Banker's Name	
13	Branch	
14	Branch Code	
15	Bank Account Number	
16	PAN No	
17	Status of Firm	Proprietorship Firm/Partnership firm/Limited/Others If Others Specify: [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
18	GST No. (refer sl. no. 4B above)	[Enclose copy of GST Certificate]

19	Whether Micro or Small Enterprise? (Indian Bidder only)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB)</i>
20	Type of Entity (Indian Bidder only)	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
24	Whether Bidder is Startups or not? (Indian Bidder only)	Yes / No
25	Whether Bidder is related to any employee of Prasar Bharati? ( If, yes, then the list may also be enclosed as mentioned in Para 2.30.3)	Yes / No

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal

**ANNEXURE-2 (FORM-2)****BID SUBMISSION FORM AND AGREEMENT**

To,

PrasarBharati

---

SUB: <\_\_\_\_\_>.  
TENDER NO: <\_\_\_\_\_>

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of “

Including" Specifications & Scope of Work", "General Term Conditions [GTC]" and "Price Bid", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addendum / Corrigendum Nos. .

We confirm that this Bid is valid for a period as specified in BDS from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period and any extension thereof.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to" 3% of the Contract Price" or as mentioned in Tender Document for the due performance within "thirty [30] days" of such Award.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any Bid that you may receive.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**ANNEXURE-3 (FORM-3)**  
**‘Declaration regarding MSME’:-**

(To be uploaded in the Technical Bid.)

**DECLARATION (For MSME Units only)**

I, < > on behalf of M/s. < > in the capacity of < > (Position) hereby declare that

1. Our MSE Unit(s) is/are availing benefits extended by MSME, Government of India to Micro and Small Enterprises (MSEs) for the work of < > invited vide
2. Our MSE Unit(s) has/ have not been awarded any work /supply under MSME benefit during the current financial year.

**OR**

Our MSE Unit(s) has/have been awarded work /supply for a total value of Rs. (Rupees < > only) under MSME benefits as on date and same work(s)/Supply is/are “In hand (Progress)/Incomplete” during the current financial year. Further, We confirm that the value of /Supply is/are in hand (awarded under MSME benefits) during the financial year plus estimated cost of this tender has not crossed the “Monetary Limit” mentioned in NSIC certificate.

3. Our firm is participating in this tender under “MSE unit” or “OPEN BIDDER”.

NOTE: Strike out the conditions in (2) & (3) whichever is not applicable. Decision on any discrepancy in this “DECLARATION” shall be at the discretion of PrasarBharati and shall be final and binding.

**SIGNATURE WITH COMPANY SEAL**

**ATTESTED BY NOTARY PUBLIC**

**ANNEXURE-4 (FORM-4)****BID SECURING DECLARATION FORM**

Date :

Tender No.:\_\_\_\_\_

To,  
Dy Director General (E)  
Doordarshan Kendra  
Guwahati-781024

We, the undersigned, declare that:

We understand that according to your conditions, Bids must be supported by a Bid-Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for the period of time that may determined by the Procurement Policy Office under Section 35 of the Public Procurement Act, if I am/we are in breach of any obligation under the bid conditions.

Because I/We

- (a) have modified or withdrawn my/our Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Sheet :

or

- (b) Have refused to accept a correction of an error appearing on the face of the Bid: or
- (c) Having been notified of the acceptance our Bid by the (insert name of public body) during the period of bid validity. (i) Have failed or refused to execute the Contract if required. Or (ii) Have failed or refused to furnish the Performance Security in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid (a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us : or (b) if I am/we are not the successful Bidder. Upon the earlier of (i) the receipt of your notification of the name of the successful Bidder: or (ii) thirty days after the expiration of the validity of my/our Bid.

Date on \_\_\_\_\_ day Of \_\_\_\_\_

Sign and Seal

Name of authorized Official

ANNEXURE-5 (FORM-5)					
Check List					
Tender no.					
Specification no					
Specification for					
(COMMERCIAL)					
Group A					
Name of Bidder and Address					
GSTIN of Firm					
S.No	Description		YES / NO / NOT APPLICA BLE	Remarks	
1.1	Whether requisite tender Processing fee has been paid?				
2.1	Whether NEFT/RTGS/FDR/DD/Bank Guarantee for the requisite earnest money/Bid Bond enclosed with the offer?		NA		
2.2	If so, furnish the following		NA		
	I	Name of the Bank			
	II	Value			
	III	Number			
	IV	Date of issue			
	V	Period of validity of the DD/FDR/ Bank Guarantee (it should not be for less than 165 days(90 days in case of DD) from the date of opening of Technical Bid)			
3	Have the rates, prices and totals etc. been checked thoroughly before signing the tender?				
4	Has a statement incorporating the Nil-deviation from the commercial terms and conditions of this Organization has been prepared and enclosed with the offer?				
5	Whether charges for training of this Organization's officials included in the prices? If not, whether these have been quoted separately?				
6	Whether firm FOR Destination prices have been quoted?				
8	Whether the cost of installation/erection/commissioning at site is included in the prices or not and whether it has been quoted separately?				
9	Whether the period of validity of the offer is as required in the tender document. If not, mention the extent of variation in days.				
10	Whether the offer has been signed indicating full name?				



11	Are the pages of the tender consecutively numbered and an indication given on the front page of the tender as to how many pages are contained in the tender?		
12	Has the tender been prepared in sufficient details/clarify so as to avoid post tender clarifications/amendments?		
13	Whether required sample asked in tender has been submitted along with the offer		
14	Whether all Clauses of the tender are accepted?		
15	If not, the clauses not accepted may please be indicated		
16	Whether guarantee/warranty has been furnished?		
17	Whether Commercial bid and technical bid of the tender document duly filled in and submitted.		
18	Whether each Page of Appendix- A,B, C, D, and E of the tender document is signed and submitted with the offer.		
19	Whether Integrity Pact duly signed is submitted, if estimated cost of the bid is more than 2 crore.		
Group B			
1	Whether a copy of the latest income tax return has been enclosed?		
2	Whether details of your registration under GST have been indicated in the offer?		
Group C			
(Technical)			
1	Whether necessary literature/catalog of the full complement of equipment offered as well as operation service and maintenance manual thereof has been attached with the offer?	NA	
2	Whether the material being offered fully conforms to all the required technical specifications (Appendix-D) ?	NA	
3	If not, has the extent of deviation and how it is suitable to this Organization's requirement been specified.	NA	
5	Whether the model of each equipment offered are the latest?	NA	
6	Whether the spares support will be available for a period of 5 years from the date of supply?	NA	
7	Do you have an after-sales service centre in India?	NA	
	If no, which is the nearest service centre(Address).	NA	
8	Whether complete details of after-sales service arrangements given including training for the officials of this Organization ?	NA	

**ANNEXURE-6 (FORM-6)**

(Technical Bid)

Subject: Notice Inviting Tender for &lt; \_\_\_\_\_ &gt;

NIT Enquiry No: &lt; \_\_\_\_\_ &gt;

**NIL DEVIATION**  
**CERTIFICATE**

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this Tender Document without any reservations whatsoever. We hereby undertake and confirm that we have understood all the specifications, stipulations, terms and conditions as mentioned in this Tender enquiry.

I hereby declare that – There is no deviation in the offer.

Signature of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization.

**ANNEXURE-8 (FORM-8)****DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION,  
COURT RECEIVERSHIP**

To,  
 PrasarBharati,  
 Dy Director General (E)  
 Doordarshan Kendra ,  
 Guwahati-781024

---

SUB: < >.  
 TENDER NO:< >

Dear Sir,

We hereby confirm that we are not on 'Holiday' by any offices of PrasarBharati/ AIR/ DD/ CCW/ Government or Public Sector ( due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of Government or Public Sector.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of PrasarBharati that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to PrasarBharati by us.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**ANNEXURE-9 (FORM-9)****LETTER OF AUTHORITY**

[Proforma for Letter of Authority for Attending Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening'/Subsequent 'Negotiations' ]

Ref:

Date:

To,

Prasar Bharati,

Dy Director General (E)

Doordarshan Kendra

Guwahati

SUB: < \_\_\_\_\_ >

TENDER NO: < \_\_\_\_\_ >

Dear Sir,

I/We, < \_\_\_\_\_ > hereby authorize the following representative(s) for attending any 'Meetings [Pre-Bid Meeting]', 'Un- priced Bid Opening', 'Price Bid Opening' and for any subsequent 'Negotiations' correspondence / communication against the above Bidding Documents:

[1] Name&Designation

Signature

[2] Phone/Cell:

Fax:

E-mail: ..... @ .....

[3] Name&Designation

Signature

[4] Phone/Cell:

Fax:

E-mail: ..... @ .....

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "letterhead" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced"&"Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to PRASARBHARATI.

**ANNEXURE-10 (FORM-10)****E-Banking Mandate Form**  
(To be issued on Bidder letter head)

1. Bidder/customer Name:
2. Bidder /customer Address:
3. Bidders' e-mail id:
4. Particulars of bank account
  - a) Name of Bank
  - b) Name of branch
  - c) Branch code:
  - d) Address:
  - e) Telephone number:
  - f) Type of account (current/saving etc.)
  - g) Account Number:
  - h) IFSC of the bank branch
  - i) 9 digit MICR code

I/We hereby authorize PrasarBharati to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold PrasarBharati responsible.

(Signature of Bidder/)

## ANNEXURE-11 (FORM-11)

### Self-Certificate for Local Content

\*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', we are eligible for Purchase Preference under 'Make in India' Policy vide GOI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

\*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

The details of the location(s) at which the local value addition made is/are as under:

- 1.....
- 2.....
- 3.....

**\* Strike out whichever is not applicable**

Date:

Seal & Signature of the Bidder

**APPENDIX-B****3. (GENERAL TERMS AND CONDITIONS (GTC))**

**(Each page must be signed and submitted along with your offer)**

**3.1.1 DEFINITIONS**

Unless inconsistent with or otherwise indicated by the context, following terms stipulated in this GTC shall have the meaning as defined hereunder.

**3.1.2 ORDER**

**3.1.3** Shall mean written purchase order or acceptance of Tender (AT) issued by this Organization to the successful bidder including subsequent amendments to ORDER or AT in writing thereof.

**3.1.4 THE ORGANIZATION /PURCHASER**

Shall mean DDG(E) DDK Guwahati, acting on behalf of the PRASAR BHARATI (India's Public Service Broadcaster), which shall include all their legal representatives, successors and assignees.

**3.1.5 SUPPLIER/CONTRACTOR**

Shall mean any person or persons of firm or company in India as well as abroad whose bid has been accepted by this Organization and the legal representation, representatives, successors and permitted assignee of such person, persons, firm or company.

**3.1.6 SUB-CONTRACT**

Shall mean ORDER placed by the SUPPLIER/CONTRACTOR for any portion, of the ORDER or work subletted with necessary written consent of this Organization on third party. Such subletting shall not relieve the contractor from any obligation, duty or responsibility under the Contract.

**3.1.7 SUB-CONTRACTOR**

Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of ORDER has been subletted by the SUPPLIER/CONTRACTOR after necessary consent of this Organization.

**3.1.8 ORDER PRICE**

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by this Organization and amendments thereof and shall include all fees, registration and other charges paid to statutory authorities without any liability on the Organization for any of these charges unless specially agreed to, in writing by this Organization.

**3.1.9 DELIVERY PERIOD**

Shall mean receipt of the stores, erection & commissioning of the stores depending on the type of contract (Supply of Stores/SITC/SETC) by the date specified in the ORDER.

**3.1.10 DESTINATION**

Shall mean the location of the consignees for which this ORDER has been issued.

### **3.1.11 EQUIPMENTS/MATERIALS**

Shall mean and include any equipment, instruments, stores and goods to be supplied for under the ORDER and amendments thereto.

### **3.1.12 DRAWINGS**

Shall mean and include all Engineering sketches, general arrangements, layout drawing Sectional plans, and all elevations etc., related to the ORDER together with modification and revision thereto.

### **3.1.13 SPECIFICATIONS**

Shall mean and include detailed description, statements to technical data, performance characteristic and standards (Indian as well as international as applicable and as specified in the ORDER.

### **3.1.14 INSPECTORS**

Shall mean any person or outside Agency nominated by this Organization to inspect equipment, materials and services, if any, in the contract stage-wise as well as final on receipt at destination as per the terms of the ORDER.

### **3.1.15 TESTS**

Shall mean such process or processes to be carried out by the SUPPLIER /CONTRACTOR as are prescribed in the ORDER considered necessary by this Organization or their representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

### **3.1.16 APPROVAL**

Shall mean and include the written consent either manuscript, typewritten or printed statement under or over signature or seal as the case may be of this Organization or the representative or documents or other particulars in relation to the ORDER.

**3.1.17 F.O.R./F.O.B./FAS, C&F, CIF** shall mean the terms as explained in INCOTerms.

### **3.1.18 SCOPE OF ORDER**

Scope of the order shall be as defined in the ORDER, specifications, drawings and Appendices thereto.

**3.2** Completeness of the EQUIPMENT shall be the responsibility of the SUPPLIER/CONTRACTOR. Any equipment, fittings and accessories, which may not be specifically mentioned in the specification or drawing (s) but which are usual or necessary for the satisfactory functioning of the EQUIPMENT (successful operation and functioning of the equipment being SUPPLIER'S/CONTRACTOR'S responsibility) shall be provided by the SUPPLIER/CONTRACTOR without any extra cost.

**3.3** The SUPPLIER/CONTRACTOR shall follow the best modern practice in the manufacture of high grade EQUIPMENT notwithstanding any omission in that, the SUPPLIER/CONTRACTOR shall in all respect design, engineer, manufacture, and supply the same within delivery period to the entire satisfaction of the Organization.



### **3.4 WORK TO BE CARRIED OUT UNDER THE ORDER**

All equipment to be supplied and work to be carried out under the ORDER shall conform to and comply with the provision of relevant regulations/Acts (State Govt. or Central Govt.) as may be applicable to the type of equipment/work carried out and necessary certificate shall be furnished.

### **3.5 SPECIFICATION, DRAWING, TECHNICAL MANUALS**

**3.5.1** The SUPPLIER/CONTRACTOR shall furnish copies as required by this Organization and specified in the “Technical Specifications” at Appendix-D, of the technical documents, final drawing, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogue etc. before dispatch of the equipment.

**3.5.2** The supplier/contractor shall be responsible for any loss to this Organization consequent to the furnishing of the incorrect data/drawings.

**3.5.3** Specifications, design and drawings issued by this Organization to the supplier/contractor along with tender specification and ORDER are not to be sold or given on loan. These documents continue to remain property of this Organization or their assignee and are subject to recall by this Organization.

**3.5.4** The SUPPLIER/CONTRACTOR and its employees shall not make use of the drawings, specification and technical information for any purpose any time and shall not disclose the same to any person, firm or corporate authorities without written permission of the Organization. All such details shall be kept confidential.

**3.5.5** In order to facilitate quick disposal, copies of the drawing for approval shall be sent directly and simultaneously to the authorities specified in the order in addition to the sets submitted to authority issuing order.

### **3.6 ACCEPTANCE OF ORDER**

**3.6.1** Within fifteen (15) days from date of mailing of ORDER, SUPPLIER/CONTRACTOR shall confirm acceptance of the order in its entirety.

**3.6.2** The ORDER is accepted unconditionally by SUPPLIER/CONTRACTOR by returning to this Organization copy of the ORDER duly signed, without qualification.

**3.6.3** When SUPPLIER/CONTRACTOR has accepted the order with all its terms and conditions, Bidder’s Bid with General sales conditions and all previous correspondence are considered superseded and void.

**3.6.4** Should SUPPLIER/CONTRACTOR not respect the time limit for the confirmation of the order or in case BIDDER cannot accept the ORDER without qualifications, this Organization reserves the right to cancel, in writing, without prejudice to other terms, the entire ORDER or part of it without notice. Under these circumstances the earnest money /bid bond given by the supplier will be forfeited in full.

### **3.7 MODIFICATION IN ORDER**

**3.7.1** All modifications leading to changes in the order with respect to technical and commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by this Organization by issuing an amendment to the ORDER.

**3.7.2** This Organization shall not be bound by any printed conditions, provision in the SUPPLIER’S BID, forms of acknowledgement of ORDER, invoice, packing list and other documents, which purport to impose any condition at variance with or supplement to ORDER.

### **3.8 PERFORMANCE SECURITY DEPOSIT.**

- 3.8.1** The successful bidder, within 15 (Fifteen) days of the receipt of order/letter of intent, will be required to send Security Deposit in the form of Bank Draft/NEFT or in lieu thereof a Bank Guarantee from an Scheduled Indian Commercial Bank for amount as indicated in the “Invitation to Bid”. Being a FOR destination contract, the Security Deposit shall be **3 % of the value of the order**.
- 3.8.2** The security money may be deposited in the form of NEFT/Bank guarantee/TDR in the Proforma enclosed as Appendix to these General Terms and Condition (GTC).
- 3.8.3** This Organization shall not be liable to pay any Bank Charges, Commissions or interest on the amount of Security Deposit/Performance Bond.
- 3.8.4** Security Deposit, Performance Bond shall be refunded to the supplier after completion of warranty period as stipulated in the order. If the materials are supplied in the extender delivery period, the supplier will extend the validity of Bank Guarantee accordingly and the Bank Guarantee will be released after extended validity is expired.
- 3.8.5** For any equipment or spare parts thereof replaced during Guarantee/warranty period, it shall have further warranty for a period of **1 year** from the date of acceptance as per Clause 3.9.5. The supplier will extend the validity of Bank Guarantee for a value proportionate to the value of the equipment for the period commensurate with the period of Guarantee/Warranty extension and the Bank Guarantee will be released after completion of extended warranty period subject to fulfillment of other conditions stipulated in Clause 3.9.1 to 3.10.2 below.
- 3.9** **WARRANTIES AND GUARANTEES  
MATERIALS AND WORKMANSHIP**
- Unless some special Warranty/Guarantee clause has been stipulated elsewhere in the invitation to the tender or any of its Appendix, the following warranty shall form part of the contract placed on successful tender:-
- 3.9.1** SUPPLIER/CONTRACTOR shall fully warrant that all the stores, Equipment and components supplied under the ORDER shall be new and of first quality according to the specifications and shall be free from any defects (concealed fault, deficiency in design, materials and workmanship).
- 3.9.2** Should any defects be noticed in design, material and/or workmanship within **12 months** from the date of shipment/dispatch of last consignment or **12 months** from the date of receipt/commissioning of the equipment, or the guarantee/warranty period as specified in specifications(Appendix-D) whichever is later, the organization shall inform Supplier/Contractor and Supplier/Contractor shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of defects and arrange rectification/replacement/modification of the defective equipment at site without any cost to the Organization within a reasonable period(Maximum upto 30 days). If the Supplier/Contractor Fails to take proper corrective action to repair/replace the defects satisfactorily within the reasonable period, this Organization shall be free to take such corrective action as may be deemed necessary at SUPPLIER’S/CONTRACTOR’S risk and cost after giving notice to the SUPPLIER/CONTRACTOR.
- 3.9.3** Damage to the machinery and/or equipment due to incomplete and erroneous instructions issued by Supplier/Contractor will be responsibility of the Supplier/Contractor and will be treated according to the provisions of warranty clause. Normal wear & tear shall not come under purview of this clause.
- 3.9.4** In case defects are of such nature that equipment shall have to be taken to Supplier’s/Contractor's Works for rectification etc. Supplier/Contractor shall take the equipment at his cost after giving necessary undertaking or security as may be required by the Organization. This Organization shall, if so required by the Supplier/Contractor,

dispatch the equipment by quickest mode on "Freight-to pay" basis to the Supplier's/ Contractor's works. After repairs, Supplier/Contractor shall deliver the equipment at site on freight prepaid basis. All risks in transit to and fro shall be borne by the Supplier/Contractor.

**3.9.5** Equipment or spare parts thereof replaced shall have further warranty for a period of **12 months from the date of acceptance.(if procured through the AMC agency)**

**3.9.6** The Supplier/Contractor shall guarantee that they will supply spare parts if and when required on agreed price. The agreed price should include, but without any limitation to, agreed discount on the published catalogue price or on agreed percentage of profit on the landed cost.

**3.9.7** The Supplier/Contractor will warranty that before going out of production for any of the spare parts; they will give adequate advance notice to the purchaser so that the latter may undertake to procure, if necessary, the balance of the life time requirements.

**3.9.8** If the repairs, replacement or modification referred are of such nature as may affect the efficiency of the EQUIPMENT, this Organization shall have the right to give to the SUPPLIER/CONTRACTOR, within one month of such replacement/renewal, notice in writing to carry out test as may be required for acceptance of the equipment.

**3.9.9** If the Supplier/Contractor fails to honor his obligation to repair or replace defective goods within a reasonable period of time, or if Supplier/Contractor refuses to carry out work under the guarantee clause and implied guarantee condition, if danger is anticipated or in case of severe urgency, the Organization shall be entitled to carry out, at Supplier's/Contractor's cost and risk, repair work or replacement deliveries or have it done by a third party. In case not all goods have been delivered by Supplier/Contractor, this Organization is entitled to procure the remaining goods at Supplier's/Contractor's cost and risk. This does not relieve Supplier/Contractor of any of his guarantee obligations. Taxes and duties of any kind whatever imposed by the authorities of the country of the supplier/contractor or his sub-contractors until delivery shall be borne by supplier.

### **3.10 PERFORMANCE GUARANTEE**

**3.10.1** SUPPLIER/CONTRACTOR shall guarantee that the performance of the EQUIPMENT/MATERIAL supplied under the order shall be strictly in conformity with specification and shall perform the duties specified under the ORDER.

**3.10.2** The SUPPLIER/CONTRACTOR shall guarantee that the materials/equipment that shall be purchased from the sub-contractor(s) shall be such as to fulfill the requirements laid down vide Para 3.9.1 to 3.10.1 above and shall undertake to ensure fulfillment of these requirements.

### **3.11 REJECTION**

If the ORGANIZATION finds that the goods supplied are not in accordance with the specification and other condition stated in the order or its sample (s) are received in damaged conditions (of which matters this Organization will be the sole judge), this Organization shall be entitled to reject the whole of the goods or the part, as the case may be, and intimate to the supplier/contractor the rejection without prejudice to the Organization's other rights and remedies to recover from the supplier any loss which the ORGANIZATION may be put to, also reserving the right to forfeit the security deposit/performance bond, if any, made for the due fulfillment of the contract. The goods shall be removed by the supplier/contractor and if not removed within 14 days of the date of communication of the rejection, the Organization will be entitled to dispose-

off the same on account and at the risk of the supplier/contractor and after recovering the storage charges at the rate of 5% of the value of goods of each month or part of month and loss and expense, if any caused to the Organization, pay balance to the supplier/contractor.

### 3.12 FAILURE AND TERMINATION CLAUSE

Time and date of delivery shall be the essence of the contract. If the supplier/contractor fails to deliver the stores, or any installment thereof, within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the Purchaser may, without prejudice to any other right or remedy available to him to recover damages for breach of the contract:-

- 3.12.1** recover from the Supplier/Contractor as agreed, liquidated damages including administrative expenses and not by way of penalty, While granting an extension of the delivery period, where the delivery of stores or any installment thereof is accepted after expiry of the original delivery period, the Purchaser shall recover from the contractor, as agreed, the LD a sum equivalent to **0.5 (Half)** percent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed **5 (Five)** percent of the value of delayed goods/Units. **If the delayed supply/unit found vital for the functioning of the entire supply/unit, then the entire unit/Supply shall consider as delayed supply/ unit for the calculation of LD.** The LD shall not exceed the amount stipulated in the contract. After a full period of extension, termination of the contract will be considered by the Organization.
- 3.12.2** purchase or authorize the purchase elsewhere on the account and at the risk of the supplier/contractor, of the stores not delivered/SITC/SETC not carried out or other of a similar description (where stores/ SITC/SETC exactly complying with the particulars are not in the opinion of the purchaser, which shall be final, readily procurable) by serving prior notice to the supplier/contractor without cancelling the contract in respect of the installment not yet due for delivery; or
- 3.12.3** cancel the contract or a portion thereof by serving prior notice of 30 days to the supplier/contractor and if so desired purchase or authorize the purchase of the stores not delivered /SITC/SETC not carried out or others of a similar description (where stores not delivered/ SITC/SETC not carried out, exactly complying with particulars are not in the opinion of the purchaser, which shall be final, readily procurable) at the risk and cost of the supplier/contractor. If the supplier/contractor had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchase even though the lowest. Where the contract is terminated at the risk and cost of the firm under the provisions of this clause, it shall be at the discretion of the purchaser to exercise his discretion to collect on not, the Security Deposit from the firm on whom the contract is placed, at the risk and expense of the defaulted firm.
- 3.12.4** Where action is taken under sub-clause 3.12.2or sub-clause 3.12.3 above the supplier/contractor shall be liable for any loss which the purchaser may sustain on that account, provided the purchase or if there is an agreement to purchase, such agreement is made in case of failure to deliver the stores, within 6 months from the date of such failure and in case of repudiation of contract the supplier/contractor shall not be entitled to any gain on such the entire discretion of the purchaser to serve a notice of such purchase on the contractor.
- 3.12.5** It may further be noted that clause 3.12.1 above provides for recovery of liquidated damages on the cost of the contract price of delayed supplies at the rate of **1/2%(Half Percent)** of the contract price of the delayed unit or effective delay occurred unit (even

if it has been supplied) for per week for such delay or part thereof upto a ceiling of **5%** of the contract price of delayed supplies/SITC/SETC.**If the delayed supply/unit found vital for the functioning of the entire supply/unit, then the entire unit/Supply shall consider as delayed supply/ unit for the calculation of LD.** Liquidated damages for delay in supplies/SITC/SETC thus accrued will be recovered by the Paying Authority on instruction as specified in the supply order, from the bill for payment of the cost of material/works submitted by the contractor in accordance with terms of supply order on instruction from Purchaser regarding liquidated damages amount.

- 3.12.6** Notwithstanding anything stated above, equipment and materials will be deemed to have been delivered/SITC/SETC will be deemed to have been carried out only when all its components/parts are also delivered. If certain components of stores are not delivered in time/SITC/SETC not carried out in time, the stores/SITC/SETC will be considered as delayed until such time all the missing parts are also delivered.

### **3.13 SUBLETTING AND ASSIGNMENT**

The contractor shall not save with the previous consent in writing of the purchase Authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, provided nevertheless that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

### **3.14 INTER/CHANGEABILITY OF PARTS**

- 3.14.1** If against any item it becomes necessary to supply spare parts other than specified, the supplier/contractor shall be required to give the following certificate to the purchaser before arranging supply of spare parts bearing different parts numbers. If there is any obvious typographical or clerical error in the part number and /or description of any item, the supplier/contractor will supply the correct part. The aforesaid certificate should be supplied in such cases also. The supplier will furnish this certificate in either case, to the paying authority. No formal amendment is necessary in such cases.

- 3.14.2** “The changed part numbers are an exact replacement of parts ordered and are suitable for and will fit in equipment/machines and the existing fittings for which they are intended without in any way affecting the efficiency and quality of performance of the equipment/machines.”

- 3.14.3** If however, the substitute spare part is not a bare replacement of the part originally ordered and involves a purchase of other items in addition, as would be the case when a kit is offered instead of one small item(s) forming part of the kit, the supply of the kit would be subject to the following conditions:-

- 3.14.3.1** The supply of the kit will be accompanied with a certificate that the manufacturer has definitely stopped supply of the spare parts but supplying only a kit.

- 3.14.3.2** The spares will not be supplied as kit unless prior acceptance of the same has been obtained from the purchaser.

- 3.14.3.3** In case the supply of the kit involves any change in the price and if so, the revised price would be stated for scrutiny and incorporation of the same in the supply order, if found acceptable.

- 3.15** Provided further that if any part numbers are declared by the purchaser to be unsuitable to the machines for which they have been supplied within 60 days from the date of arrival of the stores at site, the supplier/contractor will take them back at their own cost and expense.



### 3.16 FORCE MAJEURE

**3.16.1** If any time during the continuance of the contract the performance in whole or in part by the Successful Bidder shall be prevented or delayed by reason of any war, hostility acts of the public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, Quarantine restriction, strikes, lock-outs or acts of god, **(but not including negligence or wrong-doing, predictable/seasonal rain)** herein after refer to as events and provided notice of happenings of any such eventuality is given by the successful Bidder in writing within 07 days from the date of occurrence thereof **(and it cannot be claimed ex-post facto)**, the purchaser shall by reason of such event, neither cancel this order nor shall claim for damages against the contractor in respect of such non-performance or delay in performance and delivery shall be resumed as soon as practicable after such events have come to an end or ceased to exist. However, if such event continues for a period exceeding 90 days, either party may at its option terminate the contract by giving notice to the other party.

**3.16.2** If the deliveries are suspended by force majeure conditions lasting for more than 90 days, the organization have the option of cancelling this contract in whole or part at its discretion without any liability on its part of the Purchaser,

### 3.17 LANGUAGE/TERMINOLOGY

The supplier/contractor shall ensure the language/terminology/description of goods used in supply order/bill of lading/Invoice any other documents dispatched by the supplier is verbatim in English.

### 3.18 FALL CLAUSE

**3.18.1** The price for the stores/services/works under the contract/Supply order by the contractor/Supplier shall in no event exceed the lowest price at which supplier/contractor or his agent/principal/dealer as the case may be, sells the stores /services/works or offers to sell stores/services/works of identical description to any persons/organizations including the purchaser or any department of the Central Govt. or any Deptt. of State Govt. or any Statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract supply/work order.

**3.18.2** If at any time, during said period, the contractor/supplier or his agent/principal/ dealer as the case may be, reduce the sales price, sells or offers to sell such stores/services/works to any persons/organizations including the purchaser or any Deptt. of Central Govt. of any Deptt. of a State Govt. or any statutory undertaking of the Central or State Govt. as the case may be, at a price lower than the price chargeable under the contract/supply order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this contract/supply order and price payable under the contract/supply order for the stores supplied/services rendered/works carried out after the date of coming into force of such reduction or sale or offer of Sale shall stand correspondingly reduced. The above stipulation will however, not apply to :-

-

- a) Exports by the contractor/supplier; or
- b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement.

**3.18.3** The contractor/supplier shall furnish the following certificate to the concerned Purchaser.

*"I/We certify that there has been no reduction in sale price of the stores/services of description identical to the stores/services supplied to PRASAR BHARATI (India's Public Service Broadcaster), DDG(E) Doordarshan Kendra Mumbai under the contract/supply order here in and such stores/services have not been offered/sold by me/us to any person Organization including the purchaser or any Deptt. of Central Govt. or any Deptt. of a State Govt. or any statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill during the currency of the supply order contract whichever is later at a price lower than the price charged to the Organization under the contract/supply order except for quantity of stores categories under sub-clauses (a) and (b) of sub para (3.18.2) above, details of which are as follows....."*

*In case, if the price charged by our firm is more, Prasar Bharati will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.*

### **3.19 ARBITRATION**

- 3.19.1** If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract or in respect of meaning of specification, design, drawings, estimates, schedules, Appendix(s), orders, instructions, the construction, interpretation of this agreement, application of provisions thereof or anything hereunder contained or arising hereunder or as to the rights, liabilities or duties of the said parties hereunder or any matter whatsoever incidental to this contract or otherwise concerning the works of execution or failure to execute the same whether during the progress of work or stipulated/extended periods or before or after the completion or abandonment thereof, it shall be referred to the sole arbitration of the person appointed by the Chief Executive Officer, Prasar Bharati .
- 3.19.2** If an arbitrator to whom the matter is referred dies or refuses to act or resigns for any reason from the position of arbitrator, it shall be lawful for the Chief Executive Officer, Prasar Bharati to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor if both the parties consent to Chief Executive Officer, Prasar Bharati to this effect failing which the arbitrator will be entitled to proceed de-novo.
- 3.19.3** It is a further term of this contract that no person other than the person appointed by the Chief Executive Officer, Prasar Bharati as aforesaid shall act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to the arbitration at all.
- 3.19.4** The arbitrator(s) may from time to time, with the written consent of all the parties to the contract, enlarge the time for making and publishing the award.
- 3.19.5** It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under the clause.
- 3.19.6** It is also the term of the contract that the contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.
- 3.19.7** The arbitrator shall give reasoned award in respect of each dispute or difference referred to him. The award as aforesaid shall be final and binding on all the parties to the contract in accordance with the Indian law.
- 3.19.8** The Venue of the arbitration shall be at Mumbai India. Subject to as aforesaid, the provision of the Indian Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

### **3.20 COMPLIANCE OF SPECIFICATIONS**

**3.20.1** The successful Bidder shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing in respect of the work.

**3.20.2** The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions”.

**3.20.3** In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed: -

3.20.3.1 Description of Schedule of Quantities.

3.20.3.2 Particular Specification and Special Condition, if any.

3.20.3.3 Drawings.

3.20.3.4 AIR/DD Specifications.

3.20.3.5 Indian Standard Specifications of B.I.S.

**3.20.4** If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

**3.20.5** Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract

### **3.21 COMPLIANCE TO MINIMUM WAGE ACT**

The Bidder shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

### **3.22 APPLICABLE LAW**

This contract, including all matters connected with this contract, shall be governed by the Indian laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts.



## 4 BID EVALUATION CRITERIA

	SALIENT FEATURES	BIDDERS CONFIRMATION
4.1.1	Open Tender No.	
4.1.2	Two Bid System	
4.1.3	Tender Processing Fee	As per Para2.1.6 of Bid Data Sheet (BDS) and Para 2.1.7 of “Instructions to Bidder”
4.1.4	Validity Period of Bid	120 days from the date of opening i.e. up to and inclusive of date of opening.
4.1.5	Bid Security	As per annexure 4(Form 4)
4.1.6	Performance Security	Would be required on placement of purchase order i.e. 3% of the ordered value and shall be valid beyond 60 days from the date of expiry of guarantee/warranty with claim period up to one year from the date of expiry of guarantee/warranty.
4.1.7	Delivery Period	As per Contract Period
4.1.8	Last date of submission of Bid clarification	NA
4.1.9	Time & Date of Submission of Tender	18/02/23at 13.00 hrs
4.1.10	Opening date of technical bid	18/02/23at 15.30 hrs
4.1.11	Opening date of price bid	18/02/23at 16.30 hrs
4.1.12	Evaluation Methodology	As per Para 1.23 to Para 1.26 and Para 4.6

Note: -

- A. Latest updates regarding this tender can be accessed at <http://www.prasarbharati.eproc.in>
- B. Pre bid conference will be held in Assistant Engineer(stores) Doordarshan Kendra, Guwahati on **20.01.2023 at 12:00 Hrs.**

### 4.2 **VITAL COMMERCIAL CRITERIA FOR ACCEPTANCE**

**4.2.1** The following vital commercial conditions should be strictly complied with failing which the bid will not be considered.

**4.2.2** Bid should be from actual manufacturers, public sector undertakings, supply houses/representatives/distributors/dealers/agents authorized by the Principals.

**4.3** The Bidders to quote firm prices fully in Indian currency only.

### 4.4 **CRITERIA FOR LOADING OF BIDS**

The following criteria will be adopted for evaluation of bid:-

**4.4.1** For delivery /completion periods quoted longer than that specified in the bid document, the quoted price shall be loaded **1/2%** per extra week or part thereof subject to a maximum of **5%** of the quoted price. Offer with delivery/completion period longer than 10 week beyond the stipulated delivery completion period will be rejected.

**4.4.2** Bidders will not indicate a separate discount. Discount if any should be merged in the rates against the quoted items. Discount, if any, indicated separately will not be taken into account for bid evaluation purposes.

#### **4.5 VITAL TECHNICAL CRITERIA FOR ACCEPTANCE OF BIDS**

**4.5.1** Quotation in original must be from actual manufacturers, public sector undertakings, supply houses/representatives/distributors/dealers/agents authorized by the Principals.

**4.5.2** In case the bidder is an authorized dealer/supply house, he should name the original manufacturer. Bidder should furnish a warranty to quality from the manufacturer and also furnish a certificate from the manufacturer that the bidder can quote items of the manufacturer directly. Offers not complying with these requirements will be rejected, without any notice/back reference.

**4.5.3** Past performance report of similar items earlier supplied to this Organization will be taken into consideration while evaluating this bid. The bid shall be rejected, if the past performance of the similar item earlier supplied to the Organization is found to be unsatisfactory.

#### **4.6 PREFERENCE TO MAKE IN INDIA**

The policy of the Govt. of India to encourage “Make in India” and promote manufacturing and production of goods and services in India as per the revised “Public Procurement (Preference to Make in India), Order 2017”, circulated by the Department of Promotion of Industry and Internal trade, Ministry of Commerce & Industry, Govt. Of India vide Order No. P-45021/2/2017-PP (BE-II dated 04.06.2020 will be applicable for this tender.

**4.6.1** **Definitions:** For the purpose of this Tender

**4.6.1.1** ‘**Local content**’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties ) as a proportion of the total value, in percent.

**4.6.1.2** ‘**Class-I local supplier**’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Tender.

**4.6.1.3** ‘**Class-II local supplier**’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Tender.

**4.6.1.4** ‘**Non – Local supplier**’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

**4.6.1.5** ‘**L1**’ means the lowest tender or lowest bid received in response to this tender.

**4.6.1.6** ‘**Margin or purchase preference**’ means the maximum extent to which the price quoted by a “Class-I local supplier” may be above the L1 for the purpose of purchase preference. For being eligible for purchase preference under this clause, the Margin of purchase preference shall be 20% (i.e. L1 + 20% band).

- 4.6.2 Eligibility of ‘Class-I local supplier’/ ‘Class-II local supplier’ / ‘Non-local suppliers’ for this tender:**  
Only ‘Class-I local supplier’ as defined under this tender shall be eligible to bid subject to fulfillment of other criteria mentioned in the tender. In case sufficient number of ‘Class-I local supplier’ (minimum two) are not found eligible to participate, Class-II local supplier’, as defined under the tender and subject to fulfillment of other criteria mentioned in the tender will be considered. In case sufficient number of eligible suppliers are not available even after combination of Class-I and Class-II suppliers, ‘Non-local suppliers’ shall also be eligible to bid along with ‘Class-I local suppliers’ and ‘Class-II local suppliers’ subject to fulfillment of other criteria mentioned in the tender.
- 4.6.3 Purchase Preference**  
Purchase preference shall be given to “class-I local supplier” for the purpose of this tender in the manner specified here under.
- 4.6.3.1 Among all qualified bids, the lowest bid will be termed as L1. If L1 is ‘Class-I local supplier’, the contract for full quantity will be awarded to L1.
- 4.6.3.2 If L1 bid is not a ‘Class-I local supplier’, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the ‘Class-I local supplier’ will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier’s quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such ‘Class-I local supplier’ subject to matching the L1 price. In case such lowest eligible ‘Class-I local supplier’ fails to match the L1 price or accepts less than the offered quantity, the next higher ‘Class-I local supplier’ within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- 4.6.4 For the AMC work (In the procurement of Goods which are not divisible in nature/ where the work Order could not be divided)**  
The ‘Class-I local supplier’ shall get purchase preference over ‘Class-II local supplier’ as well as ‘Non-local supplier’ as per following procedure.
- 4.6.4.1 Among all qualified bids, the lowest bid will be termed as L1. If L1 is ‘Class-I local supplier’, the contract will be awarded to L1.
- 4.6.4.2 If L1 is not ‘Class-I local supplier’, the lowest bidder among the ‘Class-I local supplier’, will be invited to match the L1 price subject to Class-I local supplier’s quoted price falling within the margin of purchase preference, and the contract shall be awarded to such ‘Class-I local supplier’ subject to matching the L1 price.
- 4.6.4.3 In case such lowest eligible ‘Class-I local supplier’ fails to match the L1 price, the ‘Class-I local supplier’ with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the ‘Class-I local supplier’ within the margin or purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- 4.6.5 “Class-II local supplier” will not get purchase preference.**
- 4.6.6 Minimum Local Content:** The local content requirement to categorize a supplier as “Class-I local supplier” / ‘Class-II local supplier’ / ‘Non-local supplier’ shall be as defined in the Para “4.6.1” above. No change is permissible on this account.
- 4.6.7 Margin of Purchase Preference:** The margin of purchase preference shall be 20%.For being eligible for purchase preference under this clause, the Margin of purchase preference shall be 20% (i.e. L1 + 20% band)
- 4.6.8 Verification of local content:**

- 4.6.8.1 The 'Class-I local supplier' / "Class-II local supplier" at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- 4.6.8.2 Prasar Bharati may constitute committees with internal and external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.
- 4.6.8.3 False declarations will be in breach of the Code of Integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 4.6.8.4 A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this tender for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

5

**SCOPE OF WORK/Technical Specification****Technical specification**

1. Connector type – Optical, LC
2. Fibre connector – Duplex LC Connector
3. Compatibility- with Single Mode Fiber
4. Data rate – 3 G support SD and HD resolution

**5. Warranty – 1 years**

56. Delivery period – 30 days

**Technical Compliance sheet 1****Make : \_\_\_\_\_ and Model- \_\_\_\_\_**

<b>Sr No</b>	<b>Description</b>	<b>Parameter/Values</b>	<b>Compliance (YES/NO)</b>	<b>Remarks</b>
1	Connector type	– Optical, LC		
2	. Fibre connector	Duplex LC Connector		
3	Compatibility	with Single Mode Fiber		
4	Date rate	3 G support SD and HD resolution		
5	<b>Warranty</b>	<b>1 year</b>		

**GENERAL COMPLIANCE 2**

<b>Sr.No.</b>	<b>Checklist Point</b>	<b>Compliance by Tenderer (Yes/No.)</b>	<b>Supporting Documentary Evidence ( Yes/No.)</b>	<b>Remarks</b>
1	Submission of Annexure 1(Form 1) to Annexure 13(Form 13)			
2	All uploaded Documents, Digitally signed should be submitted physically except Price Bid			
3	OEM Authorisation Letter as per Tender Clause 2.16.1			
4	Copy of PAN Card.			
5	Copy of GST Registration No.			
6	Eligibility Criteria, documentary proof.			
7	All the pages of Tender submitted signed, stamped & serially numbered			

**APPENDIX-E****Bill of Material (BOM)/Financial Bid**

SI No.	Description of Work	Quantity	Unit Price in Rs.	Total
1	<b>Supply of 3G SFP optical Module</b>	09		
2	GST			
<b>Total</b>				

Note: Taxes may be mentioned extra. Type of Tax and rate of tax to be clearly mentioned. All types of taxes applicable to be . Mentioned clearly

Note: -

a) Consignee : DDG(E) DDK Guwahati

1. Taxes:

1. All taxes as applicable must be quoted and shown separately.
2. Bidder should quote the prices of stores and all applicable taxes viz. Excise Duty, Custom Duty, all applicable Cesses, Goods and Service Tax etc., should be shown separately in the price bid. Supplier should submit their claim for payment in invoice having GSTIN number of the supplier and also the respective consignee indicating separately amount of applicable taxes etc. to enable PrasarBharati to avail GST Input tax Credit (ITC) on Goods and Services.

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**APPENDIX-F**

**GST Registration Number: 18AAAJP0288R2ZD**

**Legal Name: PRASAR BHARATI (India's public broadcaster)**

**Address: Doordarshan Kendra Guwahati-781024**